- It is the responsibility of the Renter to read the following policies and procedures BEFORE completing the rental contract and BEFORE signing this contract.
- 2. Failure to adhere to such policies and procedures may result in the loss of your security deposit and may also jeopardize future rental requests by the applicant Any questions regarding any of the following policies can be answered by contacting the Monroe Civic Center.
- 3. Alcohol Served at Event: The renter and its guests agree to abide by Monroe Civic Center and State of Louisiana liquor laws. The Renter and guests further agree not to serve any alcoholic beverages directly or indirectly to underage persons or intoxicated adults from additional consumption. Guests of the Renter must keep alcohol within the building or patio and grounds, and cease service at 12 midnight. A licensed bartender employed by the City of Monroe/Monroe Civic Center is required at the expense of the Renter.
- 4. Concession: Rights to ALL concessions are reserved by the Civic Center, Renter will not be allowed to sell or offer any soft drinks, confections, food for consumption.. All items offered for sale on Civic Center premises are subject to a negotiable commission payable to the Monroe Civic Center.
- 5. **Contract:** Contract for rental use must be completed with the Monroe Civic Center during regular business hours and must be made on the rental contract from provided by the Civic Center and signed by an adult (at least 21 years of age) assuming responsibility for the group.
- 6. **Capacity:** All room capacities must be adhered to. Any group surpassing slated room capacities may be asked to leave the premises.
- 7. **Children:** All children in attendance must remain in the rented rooms with proper adult supervision. Children are not allowed to remain unsupervised in any area of the building. One adult for every 15 minors is required.
- 8. Clean-Up: Each group is responsible for general clean-up of the room(s) rented. General clean-up refers to removing all decorations from tables, walls, kitchen and all rented areas and placing in refuse containers.
- Cooking. Renters who rent the kitchen should know that it includes a warming oven, sink, refrigerator, walk-in cooler, ice-maker, food preparation table and counter space. Glassware, cooking, eating and serving utensils along with paper goods are not provided.
- 10. Damages: Renter agrees to return the premises to the Civic Center in the same condition as rented. The Civic Center staff shall inspect the premises to its satisfaction after Renter's use. Any damage to the Monroe Civic Center, including building and/or grounds which occurs while Renter is in use will be repaired or replaced at Renter's expense and shall result in the Civic Center assessing the Renter any damage charges. The Renter shall pay the balance of the costs within (10) ten days of receipt of a statement for repairs or replacement by the City of Monroe to the Renter. It is the responsibility of the Renter to ensure that the caterer provides proper clean-up. Clean-up charges will be assessed if Civic Center staff needs to complete cleanup unfinished by the Renter. The use of nails, tacks, pushpins, hooks, glue, staples, (on wall or skirting/drapes) and smoke machines or incense are strictly prohibited.
- 11. **Equipment:** Renters have the opportunity to request use of equipment as provided on the application form. The Civic Center will provide operating instructions. It is possible that the staff will not be able to respond to "on the spot" requests if advance arrangements were neglected. Furthermore, guarantee of securing equipment is on a first come, first serve basis.
- 12. Fire Alarm: In the event a fire alarm is activated, the building must be evacuated immediately, No persons will be allowed back into the facility until ii has been deemed safe to do so by the Fire Department. In addition, the applicant will be assessed \$100.00 for any fire alarm that is falsely activated by a member of the group/organization.
- 13. Fire Safety: All safety precautions necessary for fire protection and safety must be observed. Exits, corridors and stairways must be free of any obstructions at all times.
- 14. **Furniture**: The Civic Center will provide tables and chairs according to the Renter's room fayout choice. No other furnishings belonging to the Civic Center other than those items specifically provided by Civic Center staff are to be used. Additional items are available for a fee.
- 15. Indemnification: The Renter and/or its agent hereby agrees to indemnify, hold harmless, and defend the City of Monroe/Monroe Civic Center and/or its public officials, employees, staff, volunteers, servants, and agents, from or against any liability, claim, demand, action, suit, loss, damage, injury, expense, cost, settlement, or judgment for injury, death, or property damage as a result of any action or omission of the Renter and/or its guests, invitees, employees, agents, or contractors arising from this agreement or the use of the facilities/premises being rented and/or used, including all costs and reasonable legal fees and including reimbursement of costs and fees incurred as a result of possible action by the City of Monroe to enforce, terms of this indemnity Agreement. In case a lawsuit or other action is instituted by the City of Monroe/Monroe Civic Center to enforce compliance with this agreement, the City shall be entitled in addition to the costs and disbursements provided by statute to such additional sum in lawful money of the United States as the court may adjudge reasonable for legal fees and other expenses to be allowed in said suit of action.
- 16. Insurance: The City of Monroe/Monroe Civic Center does not provide individual accident or health insurance. Businesses and not for-profit organizations and their agents are required to furnish a certificate of insurance naming the City of Monroe/Monroe Civic Center as an additional insured indicating that coverage for general liability for the event (comprehensive, premises/operations, broad form property damage, contractual and personal injury) has been obtained. Minimum liability limit amounts must be for \$1,000,000, Rental permits will not be approved until this certificate of insurance is provided.
- 17. Music: The arrangement for music or entertainment is the responsibility of the Renter's and is only allowed in the rooms when renting the entire space. Sound level must be suitable for the interior of the rented space. The City of Monroe/Monroe Civic Center reserves the right to request Renter to adjust the sound level.
- 18. **Opening:** The building will not open until the starting time designated on the rental contract and the Rental/designee is present. The building will not be open for anyone other than the Rental or his or her designee, unless approved through Civic Center Staff.
- 19. Payment: For single rental dates, a deposit of 50% of the total cost is due upon booking the room. The final payment is due seven (7) days prior to the event. For daily, weekly, or monthly bookings, rental payment arrangements may be agreed upon with Civic

Center management. If the Civic Center is rented for a fixed sum, any balance of such fixed sum which may be due, shall be paid prior to each event, and when rented on a percentage basis, the balance due, if any, shall be paid one (1) hour after each event. If for any reason such rental is not paid as aforesaid, it is agreed that any box office receipts in the possession of the Civic Center may be applied to the payment of such rental and Rental waives all rights to that portion of the box office receipts necessary to pay such rental. If a past due payment is not paid within thirty (30) days, the invoice will be referred to the City of Monroe Legal Department.

20. Personal Property: The City of Monroe/Monroe Civic Center is not responsible for lost, stolen, or damaged personal items or rental equipment.

21. Request for Rental: Requests for rentals will be granted in accordance with the rental and are subject to staff availability. Requests for rentals will not be considered officially reserved until approved in writing by the City of Monroe/Monroe Civic Center. The Civic Center reserves the right of refusal to rent to any person or organization their agent or representative if a past due invoice delinquent.

22. **Responsibility:** One representative from the rental group/organization is solely responsible for making all rental arrangements with City of Monroe/Monroe Civic Center staff.

23. **Revocation**: This contract may be revoked due to misconduct, falsification of information, or failure to comply with the rental policies as described herein. In this event, all future rental requests made by the Renter may not be approved and/or accepted. Any misrepresentation in the contract shall be grounds for immediate cancellation of the contract by the Civic Center without further recourse on the part of the Renter. The Civic Center may terminate any grant of space to the Renter if use of the property shall in any way conflict with Federal, State or Local Laws, or if the occupancy shall operate to discredit the City of Monroe.

24. Safety: The City of Monroe/Monroe Civic Center reserves the right to prohibit an organization from renting space for a function in the Civic Center in the event that activity may jeopardize public safety or if the activity planned for that occasion is not compatible

with the space available within the facility.

25. **Security:** The City of Monroe/Monroe Civic Center requires security for rentals. The City of Monroe Police Department, at the Renter's expense, will provide such security. The total cost of security will be due seven (7) days prior to rental. Failure to do so could result in cancellation of the a contract without refund. •

26. **Set-Up:** Set up begins on the day of the event unless there is prior approval of the Civic Center Staff and the necessary fees have been paid.

27. **Smoking and Chewing Gum:** The City of Monroe/Monroe Civic Center facilities are smoke-free environments. Smoking is not permitted in the buildings at any time. All guests are required to smoke in the designated smoking area(s) only. Chewing gum should not be disposed of onto floors; a maintenance fee will be assessed for each occurrence.

28. **Termination of Contract/Refund Policy**: It is the understanding of both the City of Monroe/Monroe Civic Center and .the Renter that should either party desire to terminate the contract that written notice shall be given a minimum of (30) thirty days prior to the rental date. If the Renter cancels, deposits made are non-refundable. If the City of Monroe /Monroe Civic Center cancels for some unforeseen catastrophic reason, emergency or an act of God, a full refund will be remitted.

29. **Usage Hours:** Usage hours are subject to the approval of tile rental contract. All charges in usage and usage hours must be arranged with the Civic Center Director, Assistant Director or Event Coordinator in advance only. Changes may influence the original approved contract. Renter shall comply with the City of Monroe's ordinance, which requires the premises be vacated and cleared by 12 midnight unless there is prior "written" approval from an authorized representative of Monroe Civic Center.

30. Renter shall not have the right to sublet Civic Center facilities.

31. Box Office: The following will apply when applicable:

- (A) Civic Center reserves the right to handle Box Office and control money until event has been fulfilled.
- (B) Renter shall furnish the Civic Center Management with a copy of the ticket printers manifest before each event.
- (C) The Civic Center Director/designee shall have the right to count all unsold tickets after each performance.
- (D) Renter shall furnish the Civic Center Management with a box office statement after the event.

The Renter shall notify the United States Department of Internal Revenue of the number of tickets sold and amount of tax due thereon, and shall be responsible for filing of Federal, State and local tax returns and for payment of all taxes due. Renter is further responsible for obtaining all necessary licenses including but not limited to occupational license tax and copies of which shall be forwarded to the Civic Center no later than seven (7) days prior to the event.

I have read and fully understand my responsibility as a Renter of the Monroe Civic Center. I have completed the rental agreement and contract to the best of my knowledge and understand! will be responsible for any damage and/or problems associated with this rental. I will comply with all policies stated in this agreement, informational and rental/hours sheet and rental contact. I agree the City of Monroe/Monroe Civic Center assumes no responsibility or liability for injuries/damages to myself/guest/minor child/ward or personal property. I further agree to waive and relinquish all claims I may have (or occur to me or my guests) as a result of using the facilities at the Monroe Civic Center against the City of Monroe, its officials, agents, volunteers, and employees (hereinafter collectively referred to as "City of Monroe"). I do hereby fully release and forever discharge the City of Monroe from any and all claims for injuries, damages, or loss that my guest, minor child/ward or I may have or which may accrue to me or my guests, minor child/ward and arising out of, connected with, or in any way associated with use of the Monroe Civic Center. All rights to assert any such responsibility I hereby waive and I agree to hold harmless the City of Monroe from any acts for which I am liable.